C. F. 71 & 72—650,516—27-11-30.

C.F. 71 & 72.

1932.

Department of Land Rev. and Sett.

OFFICE Bd. of Revenue

STATION Madras

Mis. No. 1121

1121

Dated 9-4-32

7 1918/32

To whom sent	Date	Initial
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	Examined	
	Signed	
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(SUBJECT)

suit - Bellary District Court - O.S. No. 1/32 -
Bellary tk. - Sidaragadda village - Ch
Jowdra Veeranagowd plaintiff - Loans -
Encumbrance - Defence - Sanctioned.

* Not to be filled in in the case of permanent records.

C.F 32.

In reply, please quote number, date and short title.*

Revenue DEPARTMENT. 7191 B

Received ..... *Registered* ..... Appeals

BOARD OF REVENUE
4 APR 1932
LAND REVENUE AND SETTLEMENT

From (Name) A.Galletti Esq., M.A., I.C.S.,

(Designation) Collector of Bellary.

Post Box ....., (Station) .....

Telegraphic Address .....

To The Secretary to the Commissioners,

Board of Revenue, Land Revenue and Settlement,

Madras.

Ref.C. *No.* ~~734/32B-1~~ *dated* 1-4-32. 19

Sir,

Enclosures Recd Sent by Regd Post

Spare Copies .....

Suit- O.S.No. 1/32- Bellary District Court-Plaintiff Bade Linganagowdra Veeranagowd- defence- sanctionrequested.

Bade Linganagowdra Veeranagowd has filed a suit impleading Government as one of the defendents for the recovery of a certain sum due on a mortgage bond. Some of his land has been mortgaged to Government as security for 3 taccavi loans. I request the Board's sanction to the defence of the suit.

2. The facts of the case are:-

The first defendent Harivina Linganagowd obtained two loans during fasli 1333 in L.I.L.O. 1212/33 for Rs.500/- and Agl 521/33 for Rs.400/- on the security of his land S.Nos. 308,355,313-B, 298-D, 264 A and 395 of Sidaragadde village in Bellary taluk. He has obtained another loan in L.I.L.O. 1753/33 for Rs.300/- hypothicating S.Nos. 252 B and 254B of Kappagal village.

3. S.Nos. 264 A and 395 of Sidaragadde village have been mortgaged under Agl 521/33 and the other lands under L.I. Loans. Government have the right of preferential claim over the lands mortgaged to L.I.Loans. In the case of Agl loan also, Government happen to be prior mortgagee as the loan was sanctioned on 6-2-24, while according to the plaint the mortgage bond in favour of the plaintiff is said to have been executed only 11-1-1926.

4. The three loans are free interest cases and the full amount of Rs 1200/- is outstanding.

3. A copy of the plaint is enclosed. Lots Nos. 366,364a, 27 and 364 of Didaragadda are said to have been mortgaged to Government in the schedule of properties attached to the plaint copy but as a matter of fact it is not so.

6. A written statement drafted by the Government Pleader and corrected by myself is enclosed. I request that it may be approved.

7. The plaint is dated 29-1-1932 and summon orders were served on 9-2-32. The suit is posted to 1-4-32. I have asked the Government Pleader to apply for an adjournment.

8. The connected records are enclosed.

For Collector.

A.S.M./2-4.

3

In the District Court of Bellary.

O.S.No. of 1932.

Between:-

Badalingana Gowdra Veeranagowd .. .. Plaintiff

and

1. Aravina Linganagowd.
2. do. Dodda Veeranagowd.
3. do. Sanna Veeranagowd, minor by guradian, A.Dodda Veeranagowd, the 2nd defendant. .. .. Defendants.
4. Nandi Sivappa.
5. The Secretary of State for India in Council, represented by the Collector of Bellary.

Plaint filed under Order VII, Rule 1 of C.P.C.

The plaintiff above named begs to state as follows:-

1(a) The plaintiff, Badalingana Gowdra Veeranagowd, son of Basavanagowd, money lender and merchant, residing at Sidaragadda Bellary taluk, Bellary District.

(b) His address for the purpose of service of all notices and processes is Mr.C.Balaji Rao, B.A., B.L., Advocate, Bellary.

2 (a). The 1st defendant, Aravina Lingana Gowd, son of Aravina Hampanagowd, merchant and land-owner, residing at Sidaragadda Bellary taluk, Bellary district.

(b) The 2nd defendant, Aravina Doddanagowd Veeranagowd, son of the 1st defendant, land-owner, residing at the same village.

(c) The 3rd defendant, Sanna Veeranagowd, minor son of the 1st defendant, represented by his brother and guardian, the 2nd defendant, residing in the same village.

(d) The 4th defendant, Mandi Sivappa, son of Mandi Sankarappa, merchant, residing at Cottonpet, Bangalore City.

(e) The Secretary of State for Indian in Council represented by the Collector of Bellary district, Bellary.

3. The 1st defendant is the father of the 2nd and the 3rd defendants. They form the undivided member of a joint Hindu family of which the 1st defendant is the manager. The 1st

defendant as the manager of the family

borrowed a sum of Rs.16000/- from the 4th defendant for the purpose of defraying certain antecedent debts incurred by him in the partnership trade carried on by him on behalf of the family and for its benefit and excuted a simple mortgage of the scheduled lands in his favour as security therefor the mortgage bond, is herewith produced. The mortgage is binding on the 2nd and the 3rd defendants.

4. The following are the particulars of the mortgage:-

(a) Executed on 11-1-1926 and registered on the 12th January of the same year.

(b) The name of the mortgagor, is Aravina Linganagond, the 1st defendant, as the manager of the family.

The name of the mortgagee is Landi Sivappa, the 4th defendant, residing at Cottonpet, Bangalore City.

(c) The sum secured is sixteen thousand Rupees(Rs.16,000)

(d) The rate of interest is 9 per cent per annum.

(e) The properties subject to mortgage is described in the schedule herto filed.

(f) The amount now due under the mortgage towards the principal and interest up to date is Rs.24,640/-

Principal ..	..	Rs.16000-0-0
Interest thereon from 11-1-1926 at 0-12-0 per cent per mensem up to date.		8640-0-0
	Total Rs.	24640-0-0

5. The plaintiff got a transfer of the plaint mortgage bond from the 4th defendant on or about 15th of December 1931 for good and valuable consideration: He is therefore entitle to recover the sum due under the said bond. The transfer deed is herewith filed.

6. Nothing has been paid either towards the principal or the interest due under the suit mortgage bond since the date of its excution. The 1st defendant has been evading payment and has set up his sons the 2nd and the 3rd defendants, to file a false and vexatious suit in the District Court of Bellary in OS no 77

5

of 1931 for partition and for a declaration that the suit mortgage is not binding on them. The suit is now pending.

7. The 1st defendant has excuted a prior mortgage of items Nos 3 to 7 and 25 and 26 of the plaint schedule for about Rs.2000/- in favour of the 5th defendant as a security for a 'Takkavi' loan borrowed by him. The mortgage seems to be still subsisting and the 5th defendant is, therfore, added a pa.ty to the suit.

8. The mortgaged properties are utterly insufficient to satisfy the amount due under the mortgage and do not exceed more than Rs.10,000 in their value, as the prices have considerably fallen since the date of the excution of the mortgage in 1926.

9. Cause of action for the suit, therfore arose on 11th January 1926, the date of the excution of the mortgage in question and also on 31-10-31, the date of the transfer in favour of the plaintiff against the defendants at Bidaragadda within the jurisdiction of this court.

10. The plaintiff therefore prays:-

(i) for a decree for the payment of the sum of Rs.24640 by the defendants 1 to 3.

(ii) or in default of payment, for the sale of the lands mentioned in the schedule herto in satisfaction of the said amount.

(iii) and in case the proceeds of the sale are found to be insufficient to pay the amount due to the plaintiff then that ~~xxxxxx~~ liberty be reserved to the plaintiff to apply for a personal decree for the balance.

valuation for purpose of court fee and jurisdiction is Rs24640. The court fee of Rs.1312-7-0 is paid thereon.

Counselfor Plaintiff. Plaintiff.

I, B. Veerana Gowd- plaintiff declare that what is stated above is true to the best of my information and belief and have signed in Bellary this 9th day of January 1932.

Plaintiff.

Schedule of properties Mortgaged.

Serial No.	S.No.	A. C.	Assessment Rs. As. P.	Registration Dt. and SubDt.	Village.	Description.
1	335	8-90	15 0 0	Bellary	Seedaragadda	SircarDry.
2	336	5-42	9 2 0	,,	,,	,,
3	313-B	8-4	9 1 0	,,	,,	,,
4	334-A	9-0	10 2 0	,,	,,	,,
5	395	12-4	10-9-0	,,	,,	,,
6	27	16-97	14 4 0	,,	,,	,,
7	364	9-60	7 2 0	,,	,,	,,
8	298-D	2-59	4-6-0	,,	,,	Inam Dry
9	327	8-88	8-14-0	,,	,,	Sircar Dry
10	328	3-25	3-4-0	,,	Kappagal	,,
11	17-B	5-49	6-3-0	,,	,,	,,
12	37-A	1-88	1-10-0	,,	,,	,,
13	38	11-21	9-13-0	,,	,,	,,
14	39	14-60	12-12-0	,,	,,	,,
15	42	21-62	24-5-0	,,	,,	,,
16	43	20-74	35-0-0	,,	,,	,,
17	44-A	7-25	12-4-0	,,	,,	,,
18	44-B	1-74	2-15-0	,,	,,	,,
19	45	5-34	9-0-0	,,	,,	,,
20	46-A	4-27	7-3-0	,,	,,	,,
21	46-B	4-14	7-0-0	,,	,,	,,
22	32	6-35	7-2-0	,,	,,	,,
23	747	10-72	9-6-0	,,	,,	,,
24	254-A	4-2	3-8-0	,,	,,	,,
25	252-B	5-90	2-3-0	,,	,,	,,
26	254-B	4-7	3-9-0	,,	,,	,,
27	257	3-35	1-14-0	,,	,,	,,
28	260	6-29	3-9-0	,,	,,	,,
29	266-J	0-41	0-4-0	,,	,,	,,
30	267-J	0-37	0-5-0	,,	,,	,,
31	274	6-16	5-6-0	,,	,,	,,
32	275	5-44	4-12-0	,,	,,	,,

These are subject to Takkavi Loan.

These are subject to Takkavi Loan

Serial No.	S.No.	A. C.	Assessment Rs. As. P	Registration Dt. and SubDt.	Village	Des.
33	276	3-46	3-0-0	Bellary	Kaffagal	Sircar Dry
34	277	5-89	5-3-0	"	"	"
35	280	11-2	9-10-0	"	"	"
36	281	5-21	4-9-0	"	"	"
37	282	17-12-	15-0-0	"	"	"
38	1	48-75	54-14-0	"	"	Inam Dry only ½ share of this land
39	360	5-73	10-6-0	"	Nemekal	Inam Dry
40	362	8-0	9-8-0	Hlur Sub Dt	"	
41	475-D	0-20	0-4-0	"	"	Sircar Dry
42	481-B	2-92	3-8-0	"	"	"
43	483-B	0-25	0-5-0	"	"	"
44	24(Part)	15-25	15-4-0	Bellary Registration Dt. Siruguppa Sub Dt.	Mudeeur	do Boundaries for this Inam being E: Karnam Nagunna's land W: Begar Sivabaka Kammara Channappa's land N: Nachadeva-gouda's land S: Durga's land

9/-

In the court of the District Judge of Bellary.

O.S. 1/32.

Bade Linganagowdra Veeranagowd ---- Plaintiff.

A.Linganagowd and others- Defendants.

Written statement under O.8.R.1.C.P.C. on behalf of the 5th Defendant.

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1. This defendant denies all the allegations in the plaint, not expressly admitted herein.

2. This defendant submits that he is not in any way affected by the plaint allegations in paras 3,4,5,6 and 8.

3. The first defendant has taken three taccavi loans as detailed below:-

No.	Reference.	Amount borrowed.	Date.	Lands mortgaged.	Corresponding No of items in the plaint.	Amt due.
(E)	L.I.L.1212/33	Rs.500	8.6.24	S.Nos. 308	Nil	
				335	1	
				313B	3	
				278D	8	
(C)	2 L.I.L.1753/33	Rs.300	24.6.24	252B	25	
				254B	26	
(M)	3 agl 521/33	Rs.400	8-2-24	264A	8	
				395	5	

4. This defendant has prior, statutory and other rights. This defendant is not a necessary party.

5. No notice has been issued to this defendant. The suit as against this defendant is not maintainable as the condition required under Section 80 C.P.C. has not been complied with.

6. The relief asked for in para 10(ii) cannot be granted as against this defendant. The suit may be dismissed with exemplary costs.

Verification:- I the Collector of Bellary do hereby declare that what is stated above is correct to the best of my information.

(True Copy)

For Collector.

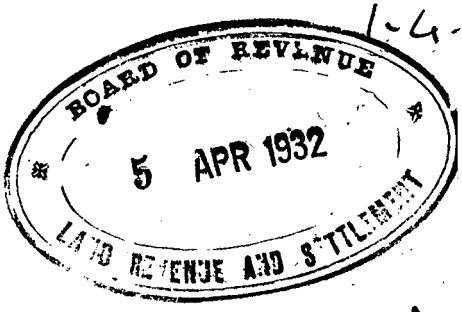
A.S.L./2-4.

11 R.P. 188/1918

Encl. to Collr's

C 734/3

1-4-32



Board

L.R. & S. Memos

By Regd Post

Date of Rg. 1-4-32. Appl applied for

(13)

R. F. XXII-A-19—30,004—2-2-31 (6)

Subject.

FOR EMBER.

Suit - Bellary District court - O.S. no 1/32 - Bellary taluk - Sidaragadda village Linganagoudra Veeranagouda plaintiff, Loans Encumbrance - Defence - Sanct

READ AGAIN B. P. No. _____, dated _____ 193

" " " _____, " _____ 193

READ ALSO :-- Pp 1-2 Cf.

Register No. _____, From the Jt 1918 - G, No. _____, dated _____ 193

" " _____, " " _____, _____, " _____ 193

" " _____, " " _____, " _____, " _____ 193

RESOLUTION. Mins No. 1121 dated 9 - 4 - 1932

S
M/ (after circe).

p 9 Cf.

Share [illegible]

38 of the Taluqdari Manual

Para 6 & 8

The Board sanctions the defence of the suit and approves the draft written statt subs by the Coll. Subject to the substitution of the follg for para 4 and the omission of the word 'exemplary' in para 5.-

This defendant has superior rights over the mortgaged property not only by virtue of his pre-mortgage lien but also by virtue of the preferential rights conferred on him under sec 70(1)(c) of the L.D. Act in respect of items 1 & 2 mentioned

To the Coll. of Bellary with three loan orders (Ap 92, 1753/33 & 1212/33 & Apl 521/33) returned